

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

AMAZON.COM, INC., a Delaware  
corporation; and ASMODEE GROUP SAS, a  
foreign simplified joint stock company,

Plaintiffs,

v.

SAMUEL KATZ, an individual; GIG  
TRADING INC., a New York corporation; and  
DOES 1-10,

Defendants.

No.

**COMPLAINT FOR DAMAGES  
AND EQUITABLE RELIEF**

**I. INTRODUCTION**

1. This case involves the Defendants’ unlawful and expressly prohibited sale on Amazon.com of counterfeit card games, “Dixit: Daydreams Expansion” and “Dixit: Revelations Expansion.” Amazon brings this lawsuit jointly with Asmodee Group SAS (“Asmodee”),<sup>1</sup> the owner of the registered trademark at issue, to permanently prevent and enjoin Defendants from causing future harm to Plaintiffs’ customers, reputations, and intellectual property (“IP”), and to hold Defendants accountable for their illegal actions.

2. The Amazon store offers products and services to customers in more than 100 countries around the globe. Some of the products are sold directly by Amazon, while others are

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<sup>1</sup> Amazon and Asmodee shall be collectively referred to herein as “Plaintiffs.”

1 sold by Amazon's numerous third-party selling partners. The Amazon brand is one of the most  
 2 well-recognized, valuable, and trusted brands in the world. In order to protect customers and  
 3 safeguard its reputation for trustworthiness, Amazon invests heavily in both time and resources  
 4 to prevent counterfeit goods from being sold in its store. In 2020 alone, Amazon invested over  
 5 \$700 million and employed more than 10,000 people to protect its store from fraud and abuse.  
 6 Amazon stopped over six million suspected bad actor Selling Accounts before they published a  
 7 single listing for sale and blocked more than ten billion suspected bad listings before they were  
 8 published. As a result of these efforts and investment, 99.9% of all products viewed by  
 9 customers on Amazon did not have a valid counterfeit complaint.

10 3. Founded in 1995, Asmodee is a leading games publisher and distributor.  
 11 Asmodee has grown to include all game types with a large number of global blockbusters in its  
 12 portfolio, including A Game of Thrones: The Board Game; Pandemic; and CATAN. Asmodee  
 13 products are sold internationally, as well as in major U.S. retailers such as Amazon.com.

14 4. Dixit is an award-winning storytelling game. Children and adults alike enjoy  
 15 using Dixit's cards which feature gorgeous, imaginative artwork, to create stories. Owing to  
 16 the game's popularity, there are also ten Dixit companion expansion sets, such as Daydreams  
 17 and Revelations, which allow players to supplement their Dixit game with additional story  
 18 cards. Dixit's tenth expansion set recently launched, commemorating over a decade of success.

19 5. Asmodee owns, manages, enforces, licenses, and maintains IP, including various  
 20 trademarks. Relevant to this Complaint, Asmodee owns the following registered trademark  
 21 ("Dixit Trademark").  
 22  
 23

<u>Mark</u>	<u>Registration No. (International Classes)</u>
	Trademark Reg. No. 5,678,181 (IC 009, 016, 0028)

1 A true and correct copy of the Trademark Status and Document Retrieval report provided by  
2 the United States Patent and Trademark Office for the above Dixit Trademark is attached as  
3 **Exhibit A.**

4 6. From 2018 through 2020, Defendants advertised, marketed, offered, and sold  
5 counterfeit Dixit products in the Amazon store, using Asmodee's registered Dixit Trademark,  
6 without authorization, to deceive customers about the authenticity and origin of the products  
7 and the products' affiliation with Asmodee.

8 7. As a result of their illegal actions, Defendants have infringed and misused  
9 Asmodee's IP, willfully deceived and harmed Plaintiffs and their customers, compromised the  
10 integrity of the Amazon store, and undermined the trust that customers place in Amazon and  
11 Asmodee. Defendants' illegal actions have caused Plaintiffs, and Asmodee's U.S. distributor  
12 and subsidiary, Asmodee North America, Inc. ("ANA"), to expend significant resources to  
13 investigate and combat Defendants' wrongdoing and to bring this lawsuit to prevent  
14 Defendants from inflicting future harm to Plaintiffs and their customers.

## 15 II. PARTIES

16 8. Amazon.com, Inc. is a Delaware corporation with its principal place of business  
17 in Seattle, Washington. Through its subsidiaries, Amazon.com, Inc. owns and operates the  
18 Amazon.com website, counterpart international websites, and Amazon store (collectively,  
19 "Amazon").

20 9. Asmodee is a French simplified joint stock company with its principal place of  
21 business in Guyancourt, France. Through its studios and subsidiaries, including ANA, it  
22 designs, manufactures, and distributes a large number of board games and accessories.

23 10. Defendants are a collection of individuals, both known and unknown, who  
24 conspired and operated in concert with each other to engage in the counterfeiting scheme  
25 alleged in this Complaint. In many cases, Defendants took intentional and affirmative steps to  
26 hide their true identities and whereabouts from Plaintiffs by using fake names, contact  
27 information, and unregistered businesses to conduct their activities. Defendants are subject to

1 liability for their wrongful conduct both directly and under principles of secondary liability  
2 including, without limitation, respondeat superior, vicarious liability, and/or contributory  
3 infringement.

4 11. On information and belief, Defendant Samuel Katz, doing business as “Crazy  
5 Leaf,” is an individual who purports to have a business address in Brooklyn, New York. On  
6 further information and belief, Defendant Samuel Katz personally participated in and/or had the  
7 right and ability to supervise, direct, and control the wrongful conduct alleged in this  
8 Complaint, and derived a direct financial benefit from that wrongful conduct.

9 12. On information and belief, Defendant Gig Trading Inc. is a New York entity that  
10 purports to have a business address in Brooklyn, New York. On further information and belief,  
11 Defendant Gig Trading Inc. participated in and/or had the right and ability to supervise, direct,  
12 and control the wrongful conduct alleged in this Complaint, and derived a direct financial  
13 benefit as a result of that wrongful conduct.

14 13. On information and belief, Defendants Does 1-10 are individuals and entities  
15 working in active concert with each other and the named Defendants to knowingly and  
16 willfully manufacture, import, advertise, market, offer, and sell counterfeit Dixit products. The  
17 identities of Does 1-10 are presently unknown to Plaintiffs.

### 18 **III. JURISDICTION AND VENUE**

19 14. The Court has subject matter jurisdiction over Asmodee’s Lanham Act claims  
20 for (1) trademark infringement; and over Amazon’s and Asmodee’s Lanham Act claims for (2)  
21 false designation and false advertising pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and  
22 1338(a). The Court has subject matter jurisdiction over Plaintiffs’ claim for violation of the  
23 Washington Consumer Protection Act pursuant to 28 U.S.C. §§ 1332 and 1367.

24 15. The Court has personal jurisdiction over all Defendants because they transacted  
25 business and committed tortious acts within and directed to the State of Washington, and  
26 Plaintiffs’ claims arise from those activities. Defendants affirmatively undertook to do  
27 business with Amazon, a corporation with its principal place of business in Washington, and

1 sold through the Amazon store products bearing counterfeit versions of the Dixit Trademark  
 2 and which otherwise infringed Asmodee's IP. Defendants shipped products bearing counterfeit  
 3 versions of the Dixit Trademark to consumers in Washington. Each of the Defendants  
 4 committed, or facilitated the commission of, tortious acts in Washington and has wrongfully  
 5 caused Plaintiffs substantial injury in Washington.

6 16. Further, the named Defendants have consented to the jurisdiction of this Court  
 7 by agreeing to the Amazon Services Business Solutions Agreement ("BSA"), which provides  
 8 that the "Governing Courts" for claims to enjoin infringement or misuse of IP rights are state or  
 9 federal courts located in King County, Washington.

10 17. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because a  
 11 substantial part of the events giving rise to the claims occurred in the Western District of  
 12 Washington.

13 18. Venue is proper in this Court also with respect to Defendants by virtue of the  
 14 allegations stated in paragraph 15 above, which are incorporated herein.

15 19. Pursuant to Local Civil Rule 3(d), intra-district assignment to the Seattle  
 16 Division is proper because the claims arose in this Division, where (a) Amazon resides, (b)  
 17 injuries giving rise to suit occurred, and (c) Defendants directed their unlawful conduct.

#### 18 IV. FACTS

##### 19 A. Amazon's Efforts to Prevent the Sale of Counterfeit Goods

20 20. Amazon works hard to build and protect the reputation of its store as a place  
 21 where customers can conveniently select from a wide array of authentic goods and services at  
 22 competitive prices. Amazon invests a vast amount of resources to ensure that when customers  
 23 make purchases through the Amazon store—either directly from Amazon or from one of its  
 24 millions of third-party sellers—customers receive authentic products made by the true  
 25 manufacturer of those products.

26 21. A small number of bad actors seek to take advantage of the trust customers place  
 27 in Amazon by attempting to create Amazon Selling Accounts to advertise, market, offer, and

1 sell counterfeit products. These bad actors seek to misuse and infringe the trademarks and  
2 other IP of the true manufacturers of those products to deceive Amazon and its customers. This  
3 unlawful and expressly prohibited conduct undermines the trust that customers, sellers, and  
4 manufacturers place in Amazon, and tarnishes Amazon's brand and reputation, thereby causing  
5 irreparable harm to Amazon.

6 22. Amazon prohibits the sale of inauthentic and fraudulent products and is  
7 constantly innovating on behalf of customers and working with brands, manufacturers, rights  
8 owners, and others to improve the detection and prevention of counterfeit products ever being  
9 offered to customers through the Amazon store. Amazon employs dedicated teams of software  
10 engineers, research scientists, program managers, and investigators to prevent counterfeits from  
11 being offered in the Amazon store. Amazon's systems automatically and continuously scan  
12 thousands of data points to detect and remove counterfeits from its store and to terminate the  
13 Selling Accounts of bad actors before they can offer counterfeit products. When Amazon  
14 identifies issues based on this feedback, it takes action to address them. Amazon uses this  
15 intelligence also to improve its proactive prevention controls.

16 23. In 2017, Amazon launched the Amazon Brand Registry, a free service to any  
17 rights owner with a government-registered trademark, regardless of the brand's relationship  
18 with Amazon. Brand Registry delivers automated brand protections that use machine learning  
19 to predict infringement and proactively protect brands' IP. Brand Registry also provides a  
20 powerful Report a Violation Tool that allows brands to search for and accurately report  
21 potentially infringing products using state-of-the-art image search technology. More than  
22 500,000 brands, including Asmodee, are enrolled in Brand Registry, and those brands are  
23 finding and reporting 99% fewer suspected infringements since joining Brand Registry.

24 24. In 2018, Amazon launched Transparency, a product serialization service that  
25 effectively eliminates counterfeits for enrolled products. Brands enrolled in Transparency can  
26 apply a unique 2D code to every unit they manufacture, which allows Amazon, other retailers,  
27 law enforcement, and customers to determine the authenticity of any Transparency-enabled

1 product, regardless of where the product was purchased. In 2020, over 15,000 brands were  
2 using Transparency enabling the protection of more than 500 million product units.

3 25. In 2019, Amazon launched Amazon Project Zero, a program to empower brands  
4 to help Amazon drive counterfeits to zero. Amazon Project Zero introduced a novel self-  
5 service counterfeit removal tool that enables brands to remove counterfeit listings directly from  
6 the Amazon store. This enables brands to take down counterfeit product offerings on their own  
7 within minutes. In 2020, there were more than 18,000 brands enrolled in Project Zero. For  
8 every listing removed by a brand, Amazon's automated protections removed more than 600  
9 listings through scaled technology and machine learning, stopping those listings from appearing  
10 in the Amazon store.

11 26. In addition to these measures, Amazon actively cooperates with rights owners  
12 and law enforcement to identify and prosecute bad actors suspected of engaging in illegal  
13 activity. Lawsuits, like this one, are integral components of Amazon's efforts to combat  
14 counterfeits.

15 **B. Asmodee and Its Anti-Counterfeiting Efforts**

16 27. Asmodee, and through its subsidiaries, goes to great lengths to protect  
17 consumers from counterfeits of its products and is committed to leading efforts to combat  
18 counterfeit products. Asmodee utilizes both internal and external resources to combat  
19 counterfeits, piracy, and distribution abuse online. This includes trained internal staff who  
20 consistently monitor online retailer sites around the world for IP infringements and counterfeit  
21 sellers. Asmodee specifically works with a third-party brand protection service vendor on the  
22 detection and removal of product listings violating Asmodee's IP rights.

23 28. Asmodee, through its subsidiaries, is currently enrolled in Amazon Brand  
24 Registry. ANA manages the Amazon Brand Registry account for Asmodee in the U.S. by  
25 monitoring and reporting potentially infringing products. Asmodee has been actively using the  
26 tools and protections provided by these programs and utilized them in response to the  
27 counterfeiting activity described in this Complaint.

**C. Defendants Created an Amazon Selling Account and Agreed Not to Sell Counterfeit Goods**

29. Defendants controlled and operated the Amazon Selling Account detailed in section D below through which they sought to advertise, market, sell, and, distribute counterfeit Dixit products. In connection with this Selling Account, Defendants provided their names, email address, and banking information. On information and belief, Defendants may have taken active steps to mislead Amazon and conceal their true location and identities by providing false information.

30. To become a third-party seller in the Amazon store, sellers are required to agree to the BSA, which governs the applicant's access to and use of Amazon's services and states Amazon's rules for selling through the website. By entering into the BSA, each seller represents and warrants that it "will comply with all applicable laws in [the] performance of [its] obligations and exercise of [its] rights" under the BSA. A true and correct copy of the applicable version of the BSA, namely, the version when Defendants last used Amazon's Services, is attached as **Exhibit B**.

31. The BSA incorporates, and sellers therefore agree to be bound by, Amazon's Anti-Counterfeiting Policy, the applicable version of which is attached as **Exhibit C**. The Anti-Counterfeiting Policy expressly prohibits the sale of counterfeit goods in the Amazon store:

- The sale of counterfeit products is strictly prohibited.
- You may not sell any products that are not legal for sale, such as products that have been illegally replicated, reproduced, or manufactured[.]
- You must provide records about the authenticity of your products if Amazon requests that documentation[.]

Failure to abide by this policy may result in loss of selling privileges, funds being withheld, destruction of inventory in our fulfillment centers, and other legal consequences.

*Id.*



32. Amazon's Anti-Counterfeiting Policy further describes Amazon's commitment to preventing the sale and distribution of counterfeit goods in the Amazon store together with the consequences of doing so:

- **Sell Only Authentic and Legal Products.** It is your responsibility to source, sell, and fulfill only authentic products that are legal for sale. Examples of prohibited products include:
  - Bootlegs, fakes, or pirated copies of products or content
  - Products that have been illegally replicated, reproduced, or manufactured
  - Products that infringe another party's intellectual property rights
- **Maintain and Provide Inventory Records.** Amazon may request that you provide documentation (such as invoices) showing the authenticity of your products or your authorization to list them for sale. You may remove pricing information from these documents, but providing documents that have been edited in any other way or that are misleading is a violation of this policy and will lead to enforcement against your account.
- **Consequences of Selling Inauthentic Products.** If you sell inauthentic products, we may immediately suspend or terminate your Amazon selling account (and any related accounts), destroy any inauthentic products in our fulfillment centers at your expense, and/or withhold payments to you.
- **Amazon Takes Action to Protect Customers and Rights Owners.** Amazon also works with manufacturers, rights holders, content owners, vendors, and sellers to improve the ways we detect and prevent inauthentic products from reaching our customers. As a result of our detection and enforcement activities, Amazon may:
  - Remove suspect listings.
  - Take legal action against parties who knowingly violate this policy and harm our customers. In addition to criminal fines and imprisonment, sellers and suppliers of inauthentic products may face civil penalties including the loss of any amounts received from the sale of inauthentic products, the damage or harm sustained by the rights holders, statutory and other damages, and attorney's fees.
- **Reporting Inauthentic Products.** We stand behind the products sold on our site with our A-to-z Guarantee, and we encourage

rights owners who have product authenticity concerns to notify us. We will promptly investigate and take all appropriate actions to protect customers, sellers, and rights holders. You may view counterfeit complaints on the Account Health page in Seller Central.

*Id.*

33. When they registered as a third-party seller in the Amazon store, and established their Selling Account, Defendants agreed not to advertise, market, offer, sell, or distribute counterfeit products.

**D. Verification of Dixit: Daydreams Expansion Counterfeit Sale from Defendants' Selling Account**

34. Defendants advertised, marketed, offered, and sold Asmodee-branded products in the Amazon store.

35. At all times described herein, Selling Account Sam Katz/Crazy Leaf was controlled and operated by Defendants Samuel Katz and Gig Trading Inc., and, on information and belief, other parties, known and unknown.

36. Amazon received customer complaints that the counterfeit game Dixit: Daydreams being sold by Defendants in the Amazon store was inferior to the authentic product, further demonstrating the negative impact on Plaintiffs' reputations for quality with customers. In one instance, a customer complained that the counterfeit game cards they purchased had "horrible, DULL artwork. T[h]ese are nothing like the original cards. Certainly nothing to daydream about."

37. On December 16, 2019, ANA conducted a test purchase from Selling Account Sam Katz/Crazy Leaf for a product advertised as Dixit: Daydreams Expansion. Defendants shipped to ANA a product that bore the Dixit Trademark and other indications of the Asmodee brand. ANA has examined the product and determined that it is counterfeit.

38. Based on ANA's examination of the counterfeit product, it determined that the features of the counterfeit product depart significantly from the authentic product. First, the images displayed on the counterfeit version lack the vibrancy of the images displayed on the authentic version, indicating that the counterfeit images were reproduced from an unauthorized

1 printer. Second, the formatting of the counterfeit version in terms of font and alignment differs  
 2 from the authentic version. Third, in some instances, the color of the images displayed on the  
 3 counterfeit version differs from the color of the images displayed on the authentic version.

4 **E. Verification of Dixit: Revelations Counterfeit Sale from Defendants' Selling**  
 5 **Account**

6 39. Amazon also received customer complaints that the game Dixit: Revelations  
 7 being sold by Defendants in the Amazon store was counterfeit. Amazon sent samples of Dixit:  
 8 Revelations products from Defendants' Selling Account to ANA from a fulfillment center.  
 9 ANA has confirmed that these Dixit: Revelations products are counterfeit, i.e., that they were  
 10 infringing products made to imitate authentic Asmodee products, including marks that are  
 11 identical to, or substantially indistinguishable from, Asmodee's registered Dixit Trademark.

12 40. Based on ANA's examination of the counterfeit products, it determined that the  
 13 features of the counterfeit products depart significantly from the authentic products. First, the  
 14 images displayed on the counterfeit versions lack the vibrancy of the images displayed on the  
 15 authentic versions, indicating that the counterfeit images were reproduced from an  
 16 unauthorized printer. Second, the formatting of the counterfeit versions in terms of font and  
 17 alignment differ from the authentic versions. Third, in some instances, the color of the images  
 18 displayed on the counterfeit versions differ from the color of the images displayed on the  
 19 authentic versions.

20 **F. Amazon and Asmodee Shut Down Defendants' Account**

21 41. By selling counterfeit Dixit products, Defendants falsely represented to Amazon  
 22 and its customers that the products Defendants sold were genuine Dixit products. Defendants  
 23 also knowingly and willfully used Asmodee's IP in connection with the advertisement,  
 24 marketing, distribution, offering for sale, and sale of counterfeit Dixit products.

25 42. At all times, Defendants knew they were prohibited from violating third-party IP  
 26 rights or any applicable laws while selling products in the Amazon store. Defendants have  
 27 deceived Amazon's and Asmodee's customers and Amazon and Asmodee, infringed and

misused the IP rights of Asmodee, harmed the integrity of and customer trust in the Amazon store, and tarnished Amazon's and Asmodee's brands.

43. Amazon, after receiving notice from ANA, verified Defendants' unlawful sale of counterfeit Dixit products and promptly blocked Defendants' Selling Account. In doing so, Amazon exercised its rights under the BSA to protect customers and the reputations of Amazon and Asmodee.

## V. CLAIMS

### FIRST CLAIM

*(by Asmodee against all Defendants)*  
**Trademark Infringement – 15 U.S.C. § 1114**

44. Plaintiff Asmodee incorporates by reference the allegations of the preceding paragraphs as though set forth herein.

45. Defendants' activities constitute infringement of the Dixit Trademark as described in the paragraphs above.

46. Asmodee advertises, markets, offers, and sells its products using the Dixit Trademark described above and uses that trademark to distinguish its products from the products and related items of others in the same or related fields.

47. Because of Asmodee's and its predecessor's long, continuous, and exclusive use of the Dixit Trademark identified in this Complaint, the Dixit Trademark has come to mean, and is understood by customers and the public to signify, products from, distributed by, and affiliated with Asmodee.

48. Defendants unlawfully advertised, marketed, offered, and sold products bearing counterfeit versions of the Dixit Trademark with the intent and likelihood of causing customer confusion, mistake, and deception as to the products' source, origin, and authenticity. Specifically, Defendants intended customers to believe, incorrectly, that the products originated from, were affiliated with, and/or were authorized by Asmodee and likely caused such erroneous customer beliefs.

49. As a result of Defendants' wrongful conduct, Asmodee is entitled to recover their actual damages, Defendants' profits attributable to the infringement, and treble damages and attorney fees pursuant to 15 U.S.C. § 1117(a) and (b). Alternatively, Asmodee is entitled to statutory damages under 15 U.S.C. § 1117(c).

50. Asmodee is further entitled to injunctive relief, including an order impounding all infringing products and promotional materials in Defendants' possession. Asmodee has no adequate remedy at law for Defendants' wrongful conduct because, among other things: (a) the Dixit Trademark is unique and valuable property that has no readily determinable market value; (b) Defendants' infringement constitutes harm to Asmodee and Asmodee's reputation and goodwill such that Asmodee could not be made whole by any monetary award; (c) if Defendants' wrongful conduct is allowed to continue, the public is likely to become further confused, mistaken, or deceived as to the source, origin, or authenticity of the infringing materials; and (d) Defendants' wrongful conduct, and the resulting harm to Asmodee is likely to be continuing.

## **SECOND CLAIM**

*(by Asmodee against all Defendants)*

### **False Designation of Origin and False Advertising – 15 U.S.C. § 1125(a)**

51. Plaintiffs incorporate by reference the allegations of the preceding paragraphs as though set forth herein.

52. Asmodee owns the Dixit Trademark and advertises, markets, offers, and sells its products using the trademark described above and uses the trademark to distinguish its products from the products and related items of others in the same or related fields.

53. Because of Asmodee's and its predecessor's long, continuous, and exclusive use of the Dixit Trademark identified in this Complaint, the Dixit Trademark has come to mean, and is understood by customers and the public to signify, products from, distributed by, and affiliated with Asmodee.

1           54. Defendants' wrongful conduct includes the infringement of the Dixit Trademark  
2 in connection with Defendants' commercial advertising or promotion, and offering for sale and  
3 sale, of counterfeit Dixit products in interstate commerce.

4           55. In advertising, marketing, offering, and selling products bearing counterfeit  
5 versions of the Dixit Trademark, Defendants have used, and on information and belief continue  
6 to use, the trademark referenced above to compete unfairly with Asmodee and to deceive  
7 customers. Upon information and belief, Defendants' wrongful conduct misleads and confuses  
8 customers and the public as to the origin and authenticity of the goods and services advertised,  
9 marketed, offered, or sold in connection with the Dixit Trademark and wrongfully trades upon  
10 Asmodee's goodwill and business reputation.

11           56. Defendants' conduct constitutes (a) false designation of origin, (b) false or  
12 misleading description, and (c) false or misleading representation that products originate from  
13 or are authorized by Asmodee, all in violation of 15 U.S.C. § 1125(a)(1)(A).

14           57. Defendants' conduct also constitutes willful false statements in connection with  
15 goods and/or services distributed in interstate commerce in violation of 15 U.S.C.  
16 § 1125(a)(1)(B).

17           58. Asmodee is entitled to an injunction against Defendants, their officers, agents,  
18 representatives, servants, employees, successors and assigns, and all other persons in active  
19 concert or participation with them, as set forth in the Prayer for Relief below. Defendants' acts  
20 have caused irreparable injury to Asmodee. The injury to Asmodee is irreparable, and on  
21 information and belief, is continuing. An award of monetary damages cannot fully compensate  
22 Asmodee for its injuries, and Asmodee lacks an adequate remedy at law.

23           59. Asmodee is further entitled to recover Defendants' profits, Asmodee's damages  
24 for its losses, and Asmodee's costs to investigate and remediate Defendants' conduct and bring  
25 this action, including its attorney's fees, in an amount to be determined. Asmodee is also  
26 entitled to the trebling of any damages award as allowed by law.  
27

**THIRD CLAIM**

*(by Amazon against all Defendants)*

**False Designation of Origin and False Advertising – 15 U.S.C. § 1125(a)**

60. Plaintiff Amazon incorporates by reference the allegations of the preceding paragraphs as though set forth herein.

61. Amazon's reputation for trustworthiness is at the heart of its relationship with customers. Defendants' actions in selling counterfeits pose a threat to Amazon's reputation because they undermine and jeopardize customer trust in the Amazon store.

62. Specifically, Defendants deceived Amazon and its customers about the authenticity of the products they were advertising, marketing, offering, and selling, in direct and willful violation of the BSA and Amazon's Anti-Counterfeiting Policies. Defendants' deceptive acts were material to Amazon's decision to allow Defendants to sell their products in the Amazon store because Amazon would not have allowed Defendants to do so but for their deceptive acts.

63. In advertising, marketing, offering, and selling counterfeit Dixit products in the Amazon store, Defendants made false and misleading statements of fact about the origin, sponsorship, or approval of those products in violation of 15 U.S.C. § 1125(a)(1)(A).

64. Defendants' acts also constitute willful false statements in connection with goods and/or services distributed in interstate commerce in violation of 15 U.S.C. § 1125(a)(1)(B).

65. As described above, Defendants, through their illegal acts, have willfully deceived Amazon and its customers, jeopardized the trust that customers place in the Amazon store, tarnished Amazon's brand and reputation, and harmed Amazon and its customers. Defendants' misconduct has also caused Amazon to expend significant resources to investigate and combat Defendants' wrongdoing and to bring this lawsuit to prevent Defendants from causing further harm to Amazon and its customers. Defendants' illegal acts have caused irreparable injury to Amazon and, on information and belief, that injury is ongoing at least to the extent that Defendants continue to establish Selling Accounts. An award of monetary

1 damages alone cannot fully compensate Amazon for its injuries, and thus Amazon lacks an  
2 adequate remedy at law.

3 66. Amazon is entitled to an injunction against Defendants, their officers, agents,  
4 representatives, servants, employees, successors and assigns, and all other persons in active  
5 concert or participation with them, as set forth in the Prayer for Relief below, along with its  
6 attorneys' fees and costs in bringing this lawsuit.

#### 7 **FOURTH CLAIM**

8 *(by Asmodee, and Amazon against all Defendants)*

#### 9 **Violation of Washington Consumer Protection Act, RCW 19.86.010, et seq.**

10 67. Plaintiffs incorporate by reference the allegations of the preceding paragraphs as  
though set forth herein.

11 68. Defendants' advertising, marketing, offering, and selling of counterfeit Dixit  
12 products constitute an unfair method of competition and unfair and deceptive acts or practices  
13 in the conduct of trade or commerce, in violation of RCW 19.86.020.

14 69. Defendants' advertising, marketing, offering, and selling of counterfeit Dixit  
15 products harms the public interest by deceiving customers about the authenticity, origins, and  
16 sponsorship of the products.

17 70. Defendants' advertising, marketing, offering, and selling of counterfeit Dixit  
18 products directly and proximately causes harm to and tarnished Plaintiffs' reputations and  
19 brands, and damages their business and property interests and rights.

20 71. Accordingly, Plaintiffs seek to enjoin further violations of RCW 19.86.020 and  
21 recover their attorneys' fees and costs. Asmodee further seeks to recover its actual damages,  
22 trebled.

#### 23 **VI. PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiffs respectfully pray for the following relief:

25 A. That the Court issue an order permanently enjoining Defendants, their officers,  
26 agents, representatives, servants, employees, successors, and assigns, and all others in active  
27 concert or participation with them, from:



- (i) selling products in the Amazon store;
- (ii) selling products to Amazon or any affiliate;
- (iii) opening or attempting to open any Amazon Selling Accounts;
- (iv) manufacturing, distributing, offering to sell, or selling any product using Asmodee's brand or trademarks, or which otherwise infringes Asmodee's IP, on any platform or in any medium;
- (v) assisting, aiding or abetting any other person or business entity in engaging or performing any of the activities referred to in subparagraphs (i) through (iv) above;

B. That the Court enter judgment in Plaintiffs' favor on all claims brought by them;

C. That the Court enter an order pursuant to 15 U.S.C. § 1116 impounding all counterfeit and infringing products bearing the Dixit Trademark or that otherwise infringe Asmodee's IP, and any related materials, including business records, in Defendants' possession or under their control;

D. That the Court enter an order requiring Defendants to provide Plaintiffs a full and complete accounting of all amounts due and owing to Plaintiffs as a result of Defendants' unlawful activities;

E. That Defendants be required to pay all general, special, and actual damages which Asmodee has sustained, or will sustain as a consequence of Defendants' unlawful acts, together with statutory damages, and that such damages be enhanced, doubled, or trebled as provided for by 15 U.S.C. § 1117(b), RCW 19.86.020, or otherwise allowed by law;

F. That Defendants be required to pay the costs of this action and Plaintiffs' reasonable attorneys' fees incurred in prosecuting this action, as provided for by 15 U.S.C. § 1117, RCW 19.86.020, or otherwise allowed by law; and

G. That the Court grant Plaintiffs such other, further, and additional relief as the Court deems just and equitable.

1 DATED this 24<sup>th</sup> day of June, 2021.

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